Reply to the Pre bid queries for the Project Monitoring Consultancy Services for the (i) Work of Providing and Laying of 1200mm dia RCC NP-3 pipeline from Outer Ring Road, Laggere Bridge to Sumanahalli bridge, Magadi Main Road (ii) Work of Providing & Laying of 1200 & 1600 mm dia RCC NP-3 pipeline from SMV Layout near Hosakere Lake to Vidhyapeeta common chamber near Kengeri bridge (iii) Work of Providing & Laying of 2000mm, 2200mm and 2400mm dia RCC NP-3 pipeline from Mylasandra STP to Doddabele STP (iv) Work of Providing and laying of 1600mm RCC NP-3 pipe line from Outer Ring Road near Hennur Police Station to Rajacanal STP.

Tender IFT No: BWSSB/CE(WWM-W)/ACE(WWM-N-W)/DCE(WWM-E&W)/TA-2/300/2024-25 Dt: 26.06.2024

Sl. No	Page No/Section Name	Statement	Query	Submitted on	Reply
1	Technical evaluation	Pre bid query	the consultant should have carriedout project management consultancy requiretp qa and QC to be added with criteria as per your bid.	16-03-2024 13:55:57	Tender condition prevails.
2	pg.no: 16 APPENDIX-1	**Eligibility criteria for pre-qualification:** The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)	We request that the requirement for the minimum operating period be decreased from 10 years to 6 years. The revised criteria would be: The Firm must have an office in India, operating for a minimum of the last 6 years and should be registered under the Indian Companies Act 1956/ Indian Partnership Act 1956. (Certificate of incorporation and PAN Card must be furnished with the technical proposal)		Tender condition prevails.
3	pg.no: 16 APPENDIX-1	**Eligibility criteria for pre-qualification:** Bidders are not allowed to form **Joint venture or Consortium** with other bidders.	We request clarification on the restriction regarding joint ventures or consortiums - "Bidders are not allowed to form a Joint Venture or Consortium with other bidders."		Tender condition prevails.

			We seek confirmation on whether it is permissible to form a joint venture or consortium with other consultants, not bidders.		
4	pg.no: 15 Clause no: 1.7	The last date and time of submission is 26.07.2024 upto 3:30 hrs, and date of opening is on 29.07.2024 at 11.00 Hrs	**Date Extension** We are writing to request a 10-day extension for the bid submission deadline to 05.08.2024. This additional time will allow us to complete all necessary preparations and ensure the quality of our submission.		Tender condition prevails.
5	pg.no: 18	**The Qualification and Experience Required for Key Staff**	As per the RFP, the roles and responsibilities for key personnel are mentioned, but the experience requirements are not specified. Could you please provide the details regarding the experience required for all key personnel?		Tender condition prevails
6	pg.no: 17 Sub Table 2	**Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed**	We Understand that only below Position CVs Of Key Expert (One CV for each Position)are to Be submitted with the technical proposal **That is**		It is confirmed that CV's of Key expert, one CV for each position for each key personal.

		<table><tr><th></th><th>Key Personnel Experts</th><th>Points</th></tr><tr><td>1</td><td>Environmental Engineer cum Team Leader</td><td>15</td></tr><tr><td>2</td><td>Resident Hydraulic Engineer</td><td>10</td></tr><tr><td>3</td><td>Design Engineer</td><td>10</td></tr><tr><td>4</td><td>Quality Assurance Control Engineer</td><td>10</td></tr><tr><td>5</td><td>Construction Engineer</td><td>15</td></tr><tr><td></td><td>Sub Total</td><td>60</td></tr><tr><td></td><td>Grand Total(Table1+sub Table2)</td><td>100</td></tr></table>	<table><tr><th></th><th>Key Personnel/ Experts</th><th>No. of CVs</th></tr><tr><td>1</td><td>Environmental Engineer cum Team Leader</td><td>1</td></tr><tr><td>2</td><td>Resident /Hydraulic Engineer</td><td>1</td></tr><tr><td>3</td><td>Design Engineer</td><td>1</td></tr><tr><td>4</td><td>Quality Assurance/Control Engineer</td><td>1</td></tr><tr><td>5</td><td>Construction Engineer</td><td>1</td></tr></table>		
7	pg.no: 19 S.NO. e. Construction Engineer. - 4 No's	**The Qualification and Experience Required for Key Staff** <table><tr><td>e</td><td>Construction Engineer - 4 No's</td><td>BE (Civil)</td><td>1. Assists in construction Management 2. Assists the specialist in management, Design and supervision of projects 3. Responsible for site supervision, quality assurance and administration of the contract under the project. 4. Supervise the construction activity appropriately, implementation of work as per Construction Programe. 5. Assist BWSSB at decision level by site engineers in certifying the quality aspect of work for the interim and Final Bills. Contract Management and Performance monitoring of the contractors.</td><td>5-10 Years</td><td>36</td></tr></table>	**Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed** The document specifies marks for key personnel but does not detail the marks allocated for the 4 Construction Engineers. If this information is addressed in Query No. 5, then this query may not be necessary. If not, could you please provide the specific marks allocated for the Construction Engineers		Tender condition prevails
8	pg.no: 16	**Eligibility criteria for pre-qualification:** Experience of personnel in consultancy organizations shall only be considered.	We request this be amended to "Experience of personnel in consultancy/ construction/ Execution organizations shall only be considered."		Tender condition prevails
9	pg.no: 59	Payments Terms 6.1 Lump Sum Remuneration:	We request that the payment terms be considered on a monthly basis.		Tender condition prevails

		The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum paid as per schedule of payment including all staff costs, sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A.			
10	Pg. No. -16 Eligibility criteria for pre-qualification:	10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid	We understand that for PMC work, office at project site is necessary. But at the stage of bidding making it as a compulsory clause may hinder may capable bidders to participate. We request to kindly modify the clause as: 10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid OR **The firm must provide an undertaking to open an office in Bangalore within 1 month after award of the contact.** Kindly Accept		Tender condition prevails
11	Pg. No. -16 **Specific Criteria**	2. Consultancy Firm must have successfully implemented/commissioned,	We allow more qualitative and competitive bidding, we request to kindly		Tender condition prevails

		Project of at least 1 (One) Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers in last five years of total cost not less than Rs.176.39 Crore.	allow escalation of 10% in the project cost per year. Kindly Accept		
12	Pg. No. -17 **Specific Criteria** **Technical Evaluation(1st Stage–Technical Evaluation of the Proposal)**	**1a.** The Consultant should have carried out project management Consultancy (PMC) service for at least 1 **(One) Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers** in last five years of total cost not less than **Rs.176.39 Crore.**			
13	Pg. No. – 39 Conditions	i. The PMC firm shall also include a minimum necessary office and support staff. The support staff may be asked to be withdrawn with due prior notice in case of stoppage of work for short duration for reasons beyond control.	We understand that demobilize/remobilization of the team will be done in consultation/Mutual consent by BWSSB. Also, we understand that the consultant will be paid for demobilize/remobilization of the team by BWSSB. Kindly Confirm		Tender condition prevails
14		iv. Due to any reason whatsoever beyond the control of the client, if the work is stopped for more than 30 days, the consultant may demobilize the team with prior intimation to the client and mobilize the team / key personnel / support staff within 15 days upon request by the client to resume the work.			
15		vi. Due to stoppage of work at any stage, BWSSB may ask consultant to demobilize the Consultant with 15 days notice and there shall not be any financial			

		implication to Board from the Consultants due to this.			
16	Pg. No. – 39 Conditions	v. Due to any reason what so ever beyond the control of client, if the work extend beyond 30 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication up to next 12 months.	In case the works get extended for 12 months beyond its Project duration. This will incur extra cost my consultant in form of remuneration, etc. for execution of the work. This has direct Financial implications on the consultant. We request to kindly remove this clause.		Tender condition prevails
17	Pg. No. – 54 3.3.1 Liability of the Consultants	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.	There is no limitation of liability clause limiting Consultant's liability. This exposes Consultant to unlimited liability and thus, makes the contract terms onerous. It is, therefore, requested that the following clause on limitation of liability is added: Not withstanding any other clause to the contrary under this Contract, Consultant's total maximum aggregate liability under and in connection with this Contract shall be limited to one hundred percent (100%) of the Contract Price paid. Neither Party shall be liable, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, for any special, consequential, incidental, or indirect damages, or any loss of revenue, loss of profit, loss of production, loss of contract, loss of goodwill or business, third-party punitive damages, loss of financing expenses (including interest), or loss of data (including the cost of its retrieval)		Tender condition prevails

			suffered by the other Party or the other Party's contracting parties, arising out of or in connection with this Contract. The limitations set out in this clause shall not operate to exclude either Party's liability (i) to the extent it cannot be excluded by law or (ii) for deliberate breach or deliberate default." Kindly include		
18	Pg. No. -2 PARTICULARS OF TENDER	LAST DATE AND TIME FOR RECEIPT OF TENDERS	As per the standard industry practice, we request to kindly allow Last Date for uploading of Tender documents to be 15 working days from the date of Publication of response to Pre-Bid queries. Kindly confirm		Tender condition prevails
19	Pg. No. -2 PARTICULARS OF TENDER	EARNEST MONEY DEPOSIT - Rs. 5,05,000 /- (Rupees Five Lakh Five Thousand only) The EMD shall be paid through e-procurement.	We request to kindly allow Bid Security to be submitted in the Form of Bank Guarantee. Reference format for the same is enclosed as Appendix - 1		Tender condition prevails

Chief Engineer(WWM-W)
BWSSB